

IN THE UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF PENNSYLVANIA

IN RE: ROSS WILLIAM ROGGIO :

DEBTOR : NO. 5:17-BK-02119-JJT

.....  
MOTION TO COMPEL COMPLIANCE WITH  
SETTLEMENT AGREEMENT  
.....

COMES NOW, Kristy Lynn Roggio, by her Attorneys, Bresset & Santora, LLC., and states her Motion as follows:

1. That your Movant is Kristy Lynn Roggio, a Creditor in the above proceeding.
2. That over the past twelve (12) months the parties, through counsel, have engaged in numerous discussions and exchanges in an effort to reach a resolution of the various matters between the parties.
3. That to the extent necessary, the United States Attorney's Office and counsel for BMW Credit have participated in an effort to reach a resolution.
4. That counsel for Mr. Roggio has acknowledged and confirmed that Mr. Roggio has agreed with all terms of the Settlement Agreements to resolve and conclude this matter.
5. That in each instance the Agreement was reduced to writing and confirmed by counsel for Mr. Roggio, J. Zac Christman, Esq., as agreed to by Mr. Roggio.
6. That the Agreements addressed the following:
  - A. Sale of the residence currently subject to a forfeiture proceeding commenced by the United States;
  - B. Distribution of the funds from a completed sale of the residence;
  - C. Relief from Stay and Sale of a 2016 McLaren 570S, which is currently subject to the security interest of BMW Credit and the forfeiture proceeding; and
  - D. The pending adversary proceedings.

7. Each of the Agreements are annexed collectively as Exhibit "A".

8. That based on the representations of counsel for Mr. Roggio, the Agreements, as drafted by counsel, were agreeable to Mr. Roggio and he had or would execute the Agreements, without reservation.

9. That Mr. Roggio has refused to advance these settlements and has merely "changed his mind".

10. That after agreements have been reached, it is not a sufficient basis to reject an agreement based on a change of heart.

11. That parties, in reliance on these Agreements, have deferred actions to their detriment, which includes discovery for trial, trial preparation and pursuit of a dismissal of the proceeding.

12. That parties, in reliance on the Agreements, have taken steps to implement the Agreements to their detriment, which includes preparation of the real property for sale and securing a Listing Agreement/Agent for the residence.

13. That Kristy Lynn Roggio has been prejudiced by the actions of Ross Roggio.

14. That Ross Roggio has engaged in arbitrary bad faith and has continued to conduct himself outside of the law and his actions continue to prejudice his creditors, the Trustee and needlessly consume judicial time and waste of counsel's time to the financial detriment of Kristy Lynn Roggio, BMW Credit and the United States.

15. That Ross Roggio, who has confirmed these Agreements, should be compelled to comply with the Agreements and to be further sanctioned for his bad faith, vexatious and obdurate conduct.

16. The Debtor's attorney was advised of the intent to file this Motion, and he has not advised if he consented or opposed the relief sought.

WHEREFORE, the Movant prays that Ross Roggio be compelled to comply with the terms of the Settlement Agreements and further that he be compelled to pay sanctions in an amount not less than \$1,000.00 and not more than \$5,000.00.

Respectfully submitted,

BRESSET & SANTORA, LLC.

BY: /s/ Stephen G. Bresset  
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